

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
CELVIN LISANDRO PEREZ RAMOS, et al.,

Plaintiffs,

-v-

BDJVEGAN1, INC., et al.,

Defendants.

CIVIL ACTION NO.: 16 Civ. 8776 (SLC)

SETTLEMENT APPROVAL

SARAH L. CAVE, United States Magistrate Judge.

The parties in this wage-and-hour case under the Fair Labor Standards Act (“FLSA”) have consented to my jurisdiction under 28 U.S.C. 636(c) and Fed. R. Civ. P. 73 for all purposes (ECF No. 74). On October 11, 2011, the parties submitted a joint Letter in support of their settlement (ECF No. 113), their proposed settlement agreement (ECF No. 113-1), and exhibits (ECF Nos. 113-2–113-4), for approval under Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015). On October 12, 2021, the Court directed the parties to file a revised settlement agreement that included certain information necessary for the Court’s review, in particular, confirmation that the settlement agreement was translated into Spanish for Plaintiffs, and a breakdown of the settlement amount each Plaintiff shall receive. (ECF No. 115). On October 26, 2021, the parties filed their revised settlement agreement, which included the requested information. (ECF No. 120 (the “Revised Settlement Agreement”)).

Courts generally recognize a “strong presumption in favor of finding a settlement fair” in FLSA cases like this one, as courts are “not in as good a position as the parties to determine the

reasonableness of an FLSA settlement.” Souza v. 65 St. Marks Bistro, No. 15 Civ. 327 (JLC), 2015 WL 7271747, at *4 (S.D.N.Y. Nov. 6, 2015) (citation omitted).

Having carefully reviewed the joint letter in support of settlement, the Revised Settlement Agreement and accompanying exhibits, the Court finds that all of the terms of the proposed settlement, including the allocation of attorneys’ fees and costs, appear to be fair and reasonable under the totality of the circumstances and in light of the factors enumerated in Wolinsky v. Scholastic Inc., 900 F. Supp. 2d 332, 335 (S.D.N.Y. 2012). Accordingly, the Court approves the settlement.

This action is dismissed with prejudice and without costs except as may be stated in the Revised Settlement Agreement. The Court will retain jurisdiction to enforce the Revised Settlement Agreement. Any scheduled court appearances are cancelled, and pending motions are moot. The Clerk of Court is respectfully requested to mark ECF No. 113 as “granted” and close this case.

Dated: New York, New York
October 27, 2021

SO ORDERED.



SARAH L. CAVE
United States Magistrate Judge